

CONTRACT #1
RFS # 359.63-010

**Department of Children's
Services**

VENDOR:
Barbara Taylor, Ph.D.



State of Tennessee
Department of Children's Services
436 Sixth Avenue North
7th Floor Cordell Hull Building
Nashville, TN 37243-1290
Viola P. Miller, Commissioner

FAX TRANSMITTAL
TIME SENSITIVE TRANSMISSION

DATE: January 27, 2005

To: Leni S. Chick
Fiscal Analyst
Fiscal Review Committee
8th Floor, Rachel Jackson Building
320 Sixth Avenue, North
Nashville, Tennessee 37243
(615) 253-2048 (phone)
(615) 253-0318 (fax)

FROM: Steven L. Barlar,
Program Director
DCS Contracts Section

Tel: 615-532-2457 **Fax:** 615-244-8969

NUMBER OF PAGES, (INCLUDING COVER) 4 2

MESSAGE:

Attached please find the additional materials you requested for the Fiscal Review Contract Packet for Dr. Barbara Taylor. They are the Contract Summary Sheet and Attachment A (Invoice). I have e-mailed the contract copy to you. Let me know if there is anything else.

Sincerely,

S. Barlar



**State of Tennessee
Department of Children's Services
Cordell Hull State Office Building, 7th Floor
436 Sixth Avenue North
Nashville, Tennessee 37243-3000
Viola P. Miller, Commissioner**

January 11, 2005

Jim White, Director,
Fiscal Review Committee
G-19-War Memorial Building
Nashville, TN, 37243

Attention: Ms. Leni Chick

Re: Dr. Barbara Taylor

Mr. White,

Pursuant to Tennessee Code Annotated 12-4-109, a request to enter into a non-competitive contract with Dr. Barbara Taylor is submitted for review by the Fiscal Review Committee.

The Department of Children's Services (DCS) is required to provide psychological evaluation services to those children in the custody of the state and who reside in our youth development centers (YDCs). Such evaluations are required to be provided shortly after admission to a YDC and are crucial to the proper classification and subsequent application of individualized treatment methodologies to each child.

The provision of such services in our YDCs are very familiar service components to DCS and been present since before the creation of the department. These services are provided in all YDCs including Mountain View Youth Development Center (MVYDC) where, due to a variety of factors, it has become extremely difficult to identify vendors interested in providing these services.

In April of 2000, DCS issued RFP 359.63-001 to procure psychological/educational assessment services at MVYDC. DCS received one respondent to the RFP, Helen Ross McNabb Center (HRMC). The contract award went to HRMC with a start date of July 1, 2000 and end term date of June 30, 2005. In the Spring of 2002, DCS received the results of consultants hired to oversee the development, implementation and oversight of the departments psychosexual programs in DCS youth development centers, (YDCs) to utilize comprehensive psychosexual evaluations in lieu of the previously utilized sexual evaluations. DCS concurred and proceeded to implement this new service. Due to the preference of a timely implementation of this new service and the extremely low proposer response to the RFP in FY 2000, DCS received approval to retain these same Contractors for the psychosexual evaluations. F&A approved and the contract with HRMC was subsequently amended in August of 2002. Unfortunately, In June of 2003, HRMC requested a premature termination of the Contract. The sole reason given for this action was the Contractors inability to recruit professionals with the credentials and experience to provide the required array of services.

Subsequently, an Alternative Competitive Procurement was requested and approved. The sole proposer was awarded a five year contract in August, 2003. After three months the vendor prematurely terminated the contracted services.

DCS again requested approval for another Alternative Competitive Procurement, which was approved and a contract was awarded with a start date of March 1, 2004. Two bids were received. DCS rejected the lowest bid which was from the previous Contractor. Approval was granted to award the contract to the only other bidder, effective as of March 1, 2004. In July, 2004, this contractor also prematurely terminated the contract with DCS officially terminating the contract as of August 16th, 2004

Since FY 2000, DCS has only had single bidders/proposers responses to all of the competitive procurements issued. This is in spite of the fact that DCS has developed vendor lists well beyond the minimal F&A requirements. Such Lists were developed utilizing resources such as the State Service Provider Registry, previously contracted entities, internet searches, professional associations, yellow pages and professionals known to YDC staff.

Since the termination of the last Contract, DCS has assessed the situation at MVYDC and determined that if another competitive procurement was pursued, the end result would continue to be either: no response at all to our request for bids/proposals; a repeat response identical to the past three procurements of a single respondent; or a contract with a Contractor who would not be able to meet the demands of the Contract and prematurely terminate.

Due to Contractor failures noted above, and not desiring to repeat the experience DCS opted to attempt the identification of at least one potential Contractor that was highly recommended, capable, interested in serving the children at MVYDC, and who would serve the complete term of the contract. After several avenues were attempted without satisfactory results, DCS received a recommendation from the departmental sexual offender program consultants, Dr. Murphy and Dr. Page. They provided DCS with the name of Dr. Barbara Taylor that not only was licensed to do the testing, but also had excellent experiential credentials including the treatment of sex offenders. Additionally, prior to receiving her doctoral degree, this individual had provided these services at MVYDC under a subcontract with a previous Contractor. Dr. Taylor, has demonstrated her interest in providing these services at MVYDC.

Some of the barriers that exist to procuring this service on a competitive basis are as follows. In the eastern portion of the East Tennessee Region where MVYDC is located there are few if any professionals qualified and also willing to provide these services. While there are certainly a greater number of such professionals in neighboring Knox County, and other adjacent regions the travel distance between these professionals and MVYDC poses an unacceptable obstacle. Further the 2002 addition of the Comprehensive Psychosexual Evaluations to the array of evaluation services serves to virtually eliminate the availability of professionals in the region interested and capable of performing these services. For more detail, see the accompanying approval request for non-competitive procurement.

At the present time, in order to ensure that the children in custody are able to receive necessary evaluation services, DCS is transporting individuals to another YDC where evaluations are administered. While this has been a temporary inconvenience to staff and children in custody and burdened us with extra cost, we have done so in an effort to identify a resource that can competently provide these services for the full five-year term of the contract. Consequently, we are requesting approval to procure psychological evaluation services of Dr. Barbara Taylor at MVYDC through a non-competitive procurement.

Your assistance in this matter is greatly appreciated.

Sincerely,

A handwritten signature in dark ink, reading "Viola P. Miller" followed by a stylized set of initials "JMS".

Viola P. Miller, Commissioner

REQUEST: NON-COMPETITIVE CONTRACT

APPROVED

Commissioner of Finance & Administration

Date:

Each of the request items below indicates specific information that must be individually detailed or addressed as required. A REQUEST CAN NOT BE CONSIDERED IF INFORMATION PROVIDED IS INCOMPLETE, NON-RESPONSIVE, OR DOES NOT CLEARLY ADDRESS EACH OF THE REQUIREMENTS INDIVIDUALLY AS REQUIRED.

RFS #

359.63-010

STATE AGENCY NAME :

Department of Children's Services

SERVICE CAPTION :

Provide Psychological Evaluation Services at Mountain View Youth Development Center

PROPOSED CONTRACTOR :

Barbara Taylor, Ph.D.

CONTRACT START DATE :

(if date is < 60 days after F&A receipt, attach required explanation)

February 15, 2005

LATEST POSSIBLE END DATE :

(including ALL options to extend)

June 30, 2009

TOTAL MAXIMUM COST :

(including ALL options to extend)

\$430,000.00

APPROVAL CRITERIA :
(select one)



use of Non-Competitive Negotiation is in the best interest of the state



only one uniquely qualified service provider able to provide the service

ADDITIONAL REQUIRED REQUEST DETAILS BELOW (address each item immediately following the requirement text)

(1) description of service to be acquired :

Psychological/Educational or Psychosexual/Educational Diagnostic Evaluations with recommendations and current Diagnostic Statistical Manual (DSM) Diagnosis;
Full battery psychological/psychosexual evaluations with the educational component;
Specialized and/or non-routine assessments;
Full and partial battery of psychological/psychosexual assessments;
Case consultation.

(2) explanation of the need for or requirement placed on the procuring agency to acquire the service :

DCS Policy 11-5 pertaining to the Assessment of Youth in DCS Facilities requires DCS to provide psychological evaluations in a timely manner to the resident students at all DCS facilities. Non-compliance with this policy means that a delay in youth being properly classified occurs. The effect of this is that youth in DCS custody may be either delayed in being classified and may not receive appropriate services in a timely manner, or youth may possibly be inadequately classified and not receive the appropriate array of services.

(3) explanation of whether the service was ever bought by the procuring agency in the past, and if so, what method was used to acquire it :

This service has been procured by this department in the past.

March of 2000: F&A/OCR approved RFP 359.63-001 to procure psychological/educational assessment services with an RFP being issued on 4-12-00. The contract award went to Helen Ross McNabb Center (HRMC) with a start date of July 1, 2000.

May of 2002: consultants working under contract to oversee, evaluate and recommend improvements to DCS sex offender treatment programming recommend the utilization of Comprehensive Psychosexual Evaluations in lieu of the sexual evaluations then in use. A Non-Competitive Procurement was approved by F&A/OCR to procure Comprehensive Psychosexual Evaluations. The existing providers of psychological evaluations/assessments at all four (4) DCS YDCs were identified as the Contractors with HRMC providing these new services at MVYDC. The existent HRMC contract was amended and executed in August of 2002 to add Comprehensive Psychosexual Evaluations as a component of YDC evaluation services.

June of 2003: HRMC requested a premature termination of the Contract. Subsequently, an Alternative Competitive Procurement was requested and approved with a five year contract awarded in August, 2003. After only three months the vendor walked off of the job and also prematurely terminated the contracted services.

November 2003: DCS again requested approval for another Alternative Competitive Procurement, which was approved and a contract awarded with a start date of March 1, 2003. In July, 2003 this contractor also prematurely terminated the contract with DCS officially terminating the contract as of August 16th.

(4) name and address of the proposed contractor's principal owner(s) :
(not required if proposed contractor is a state education institution)

Barbara Taylor, Ph.D.

Home:
2509 Tall Pine Lane
Knoxville, TN 37920

Office:
Sequoyah Village Office Park
1204 Kenesaw Avenue, Suite C
Knoxville, TN 37919

(5) evidence that the proposed contractor has experience in providing the service and evidence of the length of time the contractor has provided service :

Dr. Taylor is highly qualified to perform the services required under the proposed contract. Her Educational Achievements include a Doctorate in Clinical Psychology, and a Masters in Social Work. Regarding her professional experience, she currently holds License #P2022 as a Psychologist / Health Service Provider in the State of Tennessee, and is a member in good standing with the Appalachian Psychoanalytic Society and the American Psychological Association. Dr. Taylor has a professional history, dating back to 1974, of working, either as a Masters level Social Worker or Clinical Psychologist, with children and adolescents. Further, her professional career has included the supervision of staff performing the psychological evaluations required for this contract and the direct administration of psychological assessment/evaluation services to adolescents as a psychological examiner. It must also be noted that Dr. Taylor comes highly recommended by the current consultants for the DCS YDC sex offender treatment programs as an individual uniquely qualified to perform the services required. For more detailed information, see Attachment A, Curriculum Vitae, Dr. Barbara Taylor.

(6) documentation of OIR endorsement of the Non-Competitive procurement request :
(required only if the subject service involves information technology)

select one:



Documentation Not Applicable to this Request



Documentation Attached to this Request

(7) documentation of Department of Personnel endorsement of the Non-Competitive procurement request :
(required only if the subject service involves training for state employees)

select one:



Documentation Not Applicable to this Request



Documentation Attached to this Request

(8) description of procuring agency efforts to identify reasonable, competitive, procurement alternatives rather than to use non-competitive negotiation :

In April of 2000, DCS issued RFP 359.63-001 to procure psychological/educational assessment services at MYYDC. DCS received one respondent to the RFP, Helen Ross McNabb Center (HRMC). The contract award went to HRMC with a start date of July 1, 2000.

In the Spring of 2002, DCS received the results of consultants hired to oversee the development, implementation and oversight of the departments psychosexual programs in DCS youth development centers, (YDCs). The two major consultants, Drs. Jacqueline Page and William Murphy, who are preeminent in the field of evaluating and treating sexual disorders in children and youth, recommended the utilization of comprehensive psychosexual evaluations in lieu of the previously utilized sexual evaluations then in use at the YDCs. DCS concurred and proceeded to implement this new service. It was determined that due to the preference of timely implementation of this new service and the extremely low proposer response in FY 2000 to RFP 359.63-001, that it would be in the best interest of the state to retain these same Contractors for the psychosexual evaluations. F&A approved a DCS Non-Competitive Request to use the then existing providers of psychological evaluations/assessments at all four (4) DCS YDCs. The contract with HRMC was subsequently amended and executed in August of 2002.

In June of 2003, HRMC requested a premature termination of the Contract, to be effective July 31, 2003. The sole reason given for this action was the Contractors inability to recruit professionals with the credentials and experience to provide the expanded array of services. Subsequently, an Alternative Competitive Procurement was requested and approved with a five year contract awarded in August, 2003 to the sole proposer. The new Contractor almost immediately requested an increase in the rates that had been bid during the procurement process, and at the same time, the facility began to have concerns about the capabilities of the vendor to provide these services. After three months the vendor walked off of the job and also prematurely terminated the contracted services.

In November 2003 DCS again requested approval for another Alternative Competitive Procurement, which was approved and a contract was awarded with a start date of March 1, 2003. Ironically, the previous Contractor who had walked off of the job submitted the lowest bid of two bids received. DCS rejected the notion of awarding a contract to a Contractor that had so recently terminated their contract. Thus, DCS in effect, once again received one proposal. DCS requested and received approval for the contract to be awarded to the second lowest bidder. Approval was granted and the contract award was made, effective as of March 1, 2004. In July, 2004, this contractor also prematurely terminated the contract and DCS officially terminated the contract as of August 16th, 2004

An analysis of the situation at MYYDC reveals the following. Historically since FY 2000, DCS has effectively had a single bidder/proposer to respond to all of the competitive procurements issued. This is in spite of the fact that DCS has developed vendor lists well beyond the minimal F&A requirements. Such Lists were developed utilizing resources such as the State Service Provider Registry, previously contracted entities, internet searches, professional associations, yellow pages and professionals known to YDC staff. The Contractor (HRMC), providing these services up to August, 2003, did not experience difficulty in providing professional staff until after comprehensive psychosexual evaluations were added to the Scope of Services.

Since the termination of the last Contract, DCS has assessed the situation at MYYDC and determined that if another competitive procurement was pursued, the end result would continue to be either: no response at all to our request for bids/proposals; a repeat response identical to the past three procurements of a single respondent; or a contract with a Contractor who would not be able to meet the demands of the Contract and prematurely terminate.

Due Contractor failures noted above, and not desiring to repeat the experience DCS opted to attempt the identification of at least one potential Contractor that was highly recommended, capable and interested in serving the children at MYYDC. DCS unsuccessfully approached a couple of mental health agencies, sent out correspondence to over a hundred professionals, and eventually, received a recommendation from the sexual offender program consultants, Dr. Murphy and Dr. Page. They provided DCS with the name of Dr. Barbara Taylor that not only was licensed to do the testing, but also had excellent experiential credentials including the treatment of sex offenders. Additionally, this individual had previously provided evaluations at MYYDC under a subcontract with a previous Contractor. Consequently, she is also familiar not only with the population, but with DCS YDC policies and practices as well. Upon contacting Dr. Taylor, it was ascertained that she was definitely interested in being the professional evaluator at MYYDC. DCS and Dr. Taylor have addressed several issues to which Dr. Taylor has consistently been responsive. Dr. Taylor has also taken the time to identify and recruit the necessary subcontractors that would also be required to fully provide the evaluations. It is DCS' understanding that this became quite difficult since the subcontractors for the previous Contractors, (they were the same) were reluctant to return to serving MYYDC due to their adverse experience under the last two Contractors. However, it is the understanding of DCS that subcontractors have now been identified and available should a non-competitive procurement be approved. Recently MYYDC staff met with Dr. Taylor and discussed and addressed several matters. As a result of this meeting all parties were in agreement to move ahead with the request for non-competitive procurement.

- (9) justification of why the state should acquire the service through Non-Competitive Negotiation rather than through a competitive process :
(Being the "only known" or "best" service provider to perform the service as desired will not be deemed adequate justification.)

The following barriers exist to procuring this service on a competitive basis. In the eastern portion of the East Tennessee Region where MVYDC is located there are few if any professionals qualified and also willing to provide these services. The inclusion of the Comprehensive Psychosexual Evaluations to the array of evaluation services has served to virtually eliminate the availability of professionals in the region interested and capable of performing these services. This is at least partly due to the fact that the Comprehensive Psychosexual Evaluations require a significant increase in time to administer, resulting in an increased demand for staff time and increased reliance upon subcontract personnel. This requires a greater amount of management time for the Contractor which most individual professionals are not willing to endure. Also, it must be noted that the treatment of sex offenders is difficult and complicated at best and the evaluator providing the psychosexual evaluation should have an adequate experiential background to effectively administer such evaluations, reducing even further the pool of already limited professionals. The distance from the MVYDC facility and more urban areas where a larger number of qualified and interested professionals are concentrated also greatly impairs the generation of interest in bidding for these services. At the present time, in order to ensure that the children in custody are able to receive necessary evaluation services, DCS is transporting individuals to another YDC where evaluations are administered. While this has been a temporary inconvenience to staff and children in custody and burdened us with extra cost, we have willingly done so in an effort to identify a resource that can provide these services for the full five-year term of the contract. Consequently, we are requesting approval to procure psychological evaluation services at MVYDC through a non-competitive procurement.

AGENCY HEAD REQUEST SIGNATURE:

(must be signed by the ACTUAL procuring agency head as detailed on the Signature Certification on file with OCR — signature by an authorized signatory will be accepted only in documented exigent circumstances)

SIGNATURE DATE:

W. L. P. Miller
01/05/05

ATTACHMENT A

CURRICULUM VITAE

BARBARA L. TAYLOR, Ph.D.

EDUCATION

University of Tennessee, Knoxville	1995
Degree:	Doctor of Philosophy
Concentration:	Clinical Psychology
Predoctoral Internship:	Tufts University School of Medicine & Boston Department of Veteran Affairs Psychology Internship Consortium
University of Illinois, Chicago	1976
Degree:	Master of Social Work

CURRENT PROFESSIONAL AFFILIATIONS

Appalachian Psychoanalytic Society
American Psychological Association

PROFESSIONAL CREDENTIALS

Psychologist / Health Service Provider, State of Tennessee (License #P2022)

PERTINENT EMPLOYMENT

2003-	Director, Clinical Services, Boys Continuum Peninsula Village, Peninsula Behavioral Health, Covenant Health Supervision of Clinical Staff, Supervision of Program Counselors, supervision of all aspects of care, including operations and administration of programs
2000-2003	Clinical Supervisor, Assessment Services Clinical Supervisor, Sex Offender Treatment Program Helen Ross McNabb Center, under contract to Mountain View Youth Development Center, Dandridge (Department of Children's Services)
1996 - 2001	The Wellness Community. Facilitation of groups for cancer patients and their families.
1995 -	Private practice. Psychological assessments and psychotherapy of adults and adolescents. Clinical interests include psychological aspects of chronic disease, treatment of depressive spectrum, trauma, life transitions.
1991 - 1993	Independent subcontractor, psychological examiner. Duties: Psychological assessments of outpatient adults and adolescents in both psychiatric and substance abuse populations. Psychological evaluations of police academy applicants. Psychological assessments of impaired health professionals.
1988	Clinical Social Worker, Adult Services, Helen Ross McNabb Center, Knoxville, TN
1976 - 1978	Clinical Social Worker, Adult Services, Mercy Hospital Community Guidance Center, Chicago, IL.
1972-1974	Adjunctive therapy staff member, Adolescent Services, Michael Reese Hospital, Psychosomatic and Psychiatric Institute, Chicago, IL.

CLINICAL PSYCHOLOGY PRACTICA

September, 1993 - September, 1994 (internship)
Tufts University School of Medicine and Boston Department of Veteran Affairs
Rotation 1: Inpatient Psychiatry Unit, BVAMC

Rotation 2: Outpatient Center, BVAMC

Rotation 3: National Center for Post-Traumatic Stress Disorder, BVAMC, and Women's Division of the National Center for Post-Traumatic Stress Disorder

September, 1991 - September, 1992

Peninsula Village, Louisville, TN. Psychiatric hospital and residential treatment center for dually diagnosed adolescents.

September, 1990 - September, 1991

Peninsula Hospital, Louisville, TN. Psychiatric hospital serving adults and adolescents with psychiatric and substance abuse problems.

September, 1989 - August, 1992

Psychological Clinic, Department of Psychology, University of Tennessee

September, 1989 - March, 1990

Developmental and Genetic Center, U.T. Hospital and Medical Center

PROFESSIONAL PRESENTATIONS

November, 1996

"Psycho-oncology Interventions: Enhancing the Quality of Life"

"Adjunctive Psychosocial Therapies in Oncology"

Sponsored by the Cancer Center at The University of Tennessee Medical Center and the American Cancer Society

Session: "Starting and Running a Cancer Support Group"

Presenters: Barbara L. Taylor, Ph.D. and Suzanne Manning

May, 1996

The Wellness Community: Eastern Regional Conference

Break-out Group: "Alliance and Authenticity: building authentic relationships with a national organization, with group participants, and with each other"

Presenters: Barbara L. Taylor, Ph.D. and Joyce Robinson-Diftler, M.S.W.

March, 1995

Southeastern Psychological Association: Annual Meeting

Symposium: "Current Research in Phenomenological Psychology"

Presentation: "Psychotherapists' Experiences of Empathy"

November, 1994

International Society for Traumatic Stress Studies: Annual Meeting: "Trauma, Memory, and Dissociation"

Presentation: "Intergenerational Transmission of Trauma: Mechanisms and Messages"

Chair: James Munroe, Ed.D.

Presenters: Michelle R. Ancharoff, PsyD., Lisa M. Fisher, Ph.D., and Barbara L. Taylor, M.S.W.

C O N T R A C T S U M M A R Y S H E E T

RFS Number:	359.63-014			Contract Number:			
State Agency:	Department of Children's Services			Division:	Contracts Administration		
Contractor:				Contractor Identification Number:			
Barbara Taylor, Ph.D.				<input checked="" type="checkbox"/> V- <input type="checkbox"/> C-	032-38-5559		
Service Description							
Psychological Evaluation Services							
Contract Begin Date:				Contract End Date:			
February 1, 2005				June 30, 2009			
Allotment Code	Cost Center	Object Code	Fund	Grant	Grant Code	Subgrant Code	
35963	542		11	<input type="checkbox"/> on STARS			
FY	State Funds	Federal Funds	Interdepartmental Funds	Other Funding	Total Contract Amount (Including ALL amendments)		
2005					\$34,913.00		
2006					\$93,100.00		
2007					\$93,100.00		
2008					\$93,100.00		
2009					\$93,100.00		
Total:					\$407,913.00		
CFDA #				Check the box ONLY if the answer is YES:			
State Fiscal Contact				Is the Contractor a SUBRECIPIENT? (per OMB A-133)			
Name:	Joe Cimino, DCS Budget Director			Is the Contractor a VENDOR? (per OMB A-133)			
Address:	7th Floor, Cordell Hull Bldg			Is the Fiscal Year Funding STRICTLY LIMITED?			
Phone:	615-741-8304			Is the Contractor on STARS?			
Procuring Agency Budget Officer Approval Signature				Is the Contractor's FORM W-9 ATTACHED?			
				Is the Contractor's Form W-9 Filed with Accounts?			
				X			
COMPLETE FOR ALL AMENDMENTS (only)				Funding Certification			
	Base Contract & Prior Amendments	This Amendment ONLY		Pursuant to T.C.A., Section 9-6-113, I, M. D. Goetz, Jr., Commissioner of Finance and Administration, do hereby certify that there is a balance in the appropriation from which this obligation is required to be paid that is not otherwise encumbered to pay obligations previously incurred.			
END DATE →							
FY:							
FY:							
FY:							
FY:							
FY:							
Total:							

DRAFT
CONTRACT
BETWEEN THE STATE OF TENNESSEE,
DEPARTMENT OF CHILDREN'S SERVICES
AND
BARBARA TAYLOR, Ph.D.

This Contract, by and between the State of Tennessee, Department of Children's Services, hereinafter referred to as the "State" and Barbara Taylor, Ph.D., hereinafter referred to as the "Contractor," is for the provision of Psychological Evaluation Services at Mountain View Youth Development Center, as further defined in the "SCOPE OF SERVICES."

The contractor is a for-profit corporation. The contractor's address is:

Sequoyah Village Office Park
 1204 Kenesaw Avenue, Suite C
 Knoxville, TN, 37919

A. SCOPE OF SERVICES:

A.1. The Contractor shall provide case consultation upon request by DCS.

A.2. The Contractor shall provide the following psychological tests and assessments upon request by DCS:

A.2.a. Psychological/Educational or Psychosexual/Educational Diagnostic Evaluations with recommendations and current Diagnostic Statistical Manual (DSM) Diagnosis.

A.2.b. Full battery psychological/psychosexual evaluations with the educational component within ten (10) calendar days of the referral being made. Full battery evaluations shall include, but are not limited to:

A.2.b.1. assessment of personality, behavior, and emotional status - Primary assessments: Minnesota Multiphasic Personality Inventory, Adolescent Form (MMPI-A);

A.2.b.2. assessment of intellectual or cognitive potential in verbal and nonverbal areas - Primary assessments: Wechsler Adult Intelligence Scale III or Wechsler Intelligence Scale for Children-III;

A.2.b.3. assessment of academic strengths or weaknesses - Primary assessments: Woodcock Johnson Psycho-educational Battery - Revised, and additional assessments as has been identified by state and/or federal guidelines as being essential for the certification of special education students;

A.2.b.4. assessment of levels of functioning in various cognitive and affective modes related to learning - Primary assessment: Bender Visual Motor Gestalt;

A.2.b.5. assessment of alcohol and drug abuse - Primary assessment: Michigan Alcohol Screening Test (MAST)/Drug Abuse Screening Test (DAST);

A.2.b.6. assessment of sexual abuse, adolescent suicide/depression; Primary assessment: - Clinical Interview;

A.2.b.7. as is needed or so indicated, post sexual offender treatment evaluation(s)/risk assessment(s) - as mandated by DCS.

A.2.b.8. a complete file review of the available information;

A.2.b.9. a clinical interview.

A.3. The Contractor shall provide a Certification of Need for mental health transfers, as needed.

- A.4. The Contractor shall provide specialized and/or non-routine assessments (, i.e. adaptive assessment & Rorschach Inkblot Test; on an as needed basis.
- A.5. The Contractor shall provide upon request by DCS classification case consultation, including participation in classification staffings for the purpose of data interpretation.
- A.6. The Contractor shall administer a full battery of psychoeducational/psychosexual assessments if so directed by DCS classification staff. The assessment findings shall be presented to DCS in an original type written report format. If the assessments were performed by a psychological examiner or psychological assistant they must be reviewed and approved by the supervising psychologist before submission to DCS. The typed report shall be submitted ten (10) calendars days (including weekends and holidays) from the date the referral is made by DCS. The original report shall be submitted to the DCS supervisor no later than 4:30 p.m. on the due date of the report. Exceptions to due dates are prohibited.
- A.7. The Contractor shall administer a partial battery of psychological/psychosexual assessments if so directed by DCS classification staff. The assessment findings shall be presented to DCS in an original type written report format. If the assessments were performed by a psychological examiner or psychological assistant they must be reviewed and approved by the supervising psychologist before submission to DCS. The typed report shall be submitted eight (8) calendars days (including weekends and holidays) from the date the referral is made by DCS. The original report shall be submitted to the DCS supervisor no later than 4:30 p.m. on the due date of the report. Exceptions to due dates are prohibited.
- A.8. Due to confidentiality requirements, an additional report including only the results from the educational assessment from all full or partial psychoeducational/psychosexual assessments shall be presented to DCS by the Contractor, according to the same time requirements as stated in A.6. The report shall deal only with educational testing and assessments, in particular the following:
 - A.8.a. IQ testing and results;
 - A.8.b. Achievement Testing – Woodcock-Johnson scores, including at a minimum, standard scores, percentile rank, and grade equivalents;
 - A.8.c. Bender Visual Gestalt Test;
 - A.8.d. Assessment of student testing effort and behavior;
 - A.8.e. Review of previous information regarding testing and school history (as is available);
 - A.8.f. Assessment of special education eligibility, including a statement that the student does or does not meet criteria for certification;
 - A.8.g. Completed eligibility form.
- A.9. The Contractor shall comply with DCS oversight consultation requirements regarding psychosexual assessments including recommended assessment methods/instruments. Currently an initial psychosexual evaluation requires approximately 8-12 hours and a psychosexual re-evaluation requires approximately 4-6 hours.
- A.10. The Contractor's assessment report shall identify appropriate and accurate treatment needs with specific and definitive recommendations for treatment. The report content and/or format shall include, but will by no means be limited to, the following:

- A.10.a. A list of assessment/testing instruments utilized;
 - A.10.b. A recommendation for alcohol and drug treatment on all full battery assessments and for partial assessments that specifically request an alcohol and drug assessment;
 - A.10.c. Recommendations for counseling shall indicate those services provided by a DCS bachelor's level or above DCS case manager;
 - A.10.d. Recommendations for psychotherapy shall indicate those services provided by a contract mental health, master's level or above, clinician;
 - A.10.e. Recommendations for family therapy should be made on all students unless prohibitive extenuating circumstances exists, i.e. parent(s) whereabouts unknown or deceased, parent(s) in prison;
 - A.10.f. All recommendations shall be included in a numbered "Recommendations" section, even if recommendations are included in the body of the report.
- A.11. Services shall be provided by either a licensed Senior Psychological Examiner, a licensed Psychologist designated as a Health Service Provider (HSP), or a licensed Psychological Examiner or Certified Psychological Assistant working under the supervision of a licensed Psychologist - HSP. Licenses and certificates of providers working under this contract shall be valid and current according to Tennessee Code Annotated, Title 63, Chapter 11, and the Rules of the Tennessee Board of Examiners in Psychology. Proof of licensure or certification must be provided to DCS before any services are performed under this contract.
- A.12. A supervising licensed psychologist - HSP, shall review, approve, and sign off on all evaluations, assessments, or recommendations performed by a psychological examiner or psychological assistant, prior to submitting the original report on the due date.
- A.13. During the absence (i.e. vacation, illness) of the supervising psychologist, a substitute supervising licensed psychologist – Health Service Provider, shall be provided.
- A.14. The Contractor shall furnish all supplies.
- A.15. The Contractor shall provide all services at MVYDC.
- A.16. The Contractor shall comply with all applicable DCS policies and procedures including those related to health services and security regulations.
- A.17. The Contractor shall invoice DCS monthly for services provided. Such invoices shall be submitted to DCS not later than thirty (30) days after the end of the month in which service was rendered.
- B. CONTRACT TERM:
- B.1. Contract Term. This Contract shall be effective for the period commencing on February 15, 2005 and ending on June 30, 2009. The State shall have no obligation for services rendered by the Contractor which are not performed within the specified period.
- C. PAYMENT TERMS AND CONDITIONS:
- C.1. Maximum Liability. In no event shall the maximum liability of the State under this Contract exceed Four Hundred Three Thousand, Four Hundred Thirty-three dollars and thirty-three cents (\$407,313.00). The maximum liability for FY 2005 shall not exceed Thirty-four Thousand, Nine Hundred Thirteen Dollars, (\$34,913.00). The maximum liability for fiscal years 2006 through 2009

shall not exceed Ninety Three Thousand, One Hundred Dollars (\$93,100.00) per year. The Payment Rates in Section C.3 shall constitute the entire compensation due the Contractor for the Service and all of the Contractor's obligations hereunder regardless of the difficulty, materials or equipment required. The Payment Rates include, but are not limited to, all applicable taxes, fees, overheads, profit, and all other direct and indirect costs incurred or to be incurred by the Contractor.

The Contractor is not entitled to be paid the maximum liability for any period under the Contract or any extensions of the Contract for work not requested by the State. The maximum liability represents available funds for payment to the Contractor and does not guarantee payment of any such funds to the Contractor under this Contract unless the State requests work and the Contractor performs said work. In which case, the Contractor shall be paid in accordance with Payment Rates detailed in Section C.3. The State is under no obligation to request work from the Contractor in any specific dollar amounts or to request any work at all from the Contractor during any period of this Contract

- C.2. Compensation Firm. The Payment Rates in Section C.3 and the maximum liability of the State under this Contract are firm for the duration of the Contract and are not subject to increase for any reason unless amended.
- C.3. Payment Methodology. The Contractor shall be compensated based on the Payment Rates herein for units of service authorized by the State in a total amount not to exceed the Contract Maximum Liability established in Section C.1. The Contractor shall be compensated based upon the following Payment Rates:

RATES CONFIRMED AS OF FEBRUARY 1, 2005

SERVICES	PAYMENT RATE
Case Consultation	\$55.00 per hour
Full Battery Psychological Evaluation (including student file review & <i>separate Educational Assessment Report</i>)	\$550.00 per evaluation
Combined Full Battery Psychosexual Evaluation and Full Battery Psychological Evaluation (including student file review & <i>separate Educational Assessment Report</i>)	\$990.00 per evaluation
SCREENINGS/PARTIAL EVALUATIONS (INCLUDING STUDENT FILE REVIEW):	
Clinical Interview with Student	\$137.50 per interview
Personality, Behavior, Emotional	\$220.00 per evaluation
Intellectual Functioning	\$110.00 per evaluation
Academic Strength/Weaknesses	\$137.50 per evaluation
Functional Capabilities	\$82.50 per evaluation
Alcohol & Drug	\$93.50 per evaluation
Sexual Abuse/Sexual Perpetrator, Adolescent, Suicide/Depression	\$82.50 per evaluation
Post Sexual Offender Treatment Evaluation(s)/Risk Assessment(s)	\$440.00 per evaluation/assessment

The Contractor shall not be compensated for travel time to the primary location, (MVYDC), of service provision.

The Contractor shall submit monthly invoices for completed work, Attachment A, with all of the

necessary supporting documentation, prior to any payment. Such invoices shall, at a minimum, include the type of service provided, the name of each child served, the dates of service, the applicable Payment Rate, the total compensation requested for each child served, and the total amount due the Contractor for the period invoiced.

- C.3.a. If the Contractor fails to comply with the provisions of Section A. 17. of the Scope of Services, the Contractor shall forfeit payment for those services.
- C.4. Travel Compensation. Compensation to the Contractor for travel, meals, or lodging shall only occur for services provided other than at the primary location of service, (MVYDC) and must be at the request of DCS. Such services shall be subject to amounts and limitations specified in the "State Comprehensive Travel Regulations," as they are amended from time to time.
- C.5. Payment of Invoice. The payment of the invoice by the State shall not prejudice the State's right to object to or question any invoice or matter in relation thereto. Such payment by the State shall neither be construed as acceptance of any part of the work or service provided nor as an approval of any of the amounts invoiced therein.
- C.6. Invoice Reductions. The Contractor's invoice shall be subject to reduction for amounts included in any invoice or payment theretofore made which are determined by the State, on the basis of audits conducted in accordance with the terms of this contract, not to constitute proper remuneration for compensable services.
- C.7. Deductions. The State reserves the right to deduct from amounts which are or shall become due and payable to the Contractor under this or any contract between the Contractor and the State of Tennessee any amounts which are or shall become due and payable to the State of Tennessee by the Contractor.
- C.8. Automatic Deposits. The Contractor shall complete and sign an "Authorization Agreement for Automatic Deposit (ACH Credits) Form." This form shall be provided to the Contractor by the State. Once this form has been completed and submitted to the State by the Contractor all payments to the Contractor, under this or any other contract the Contractor has with the State of Tennessee shall be made by Automated Clearing House (ACH). The Contractor shall not invoice the State for services until the Contractor has completed this form and submitted it to the State.
- D. STANDARD TERMS AND CONDITIONS:
 - D.1. Required Approvals. The State is not bound by this Contract until it is approved by the appropriate State officials in accordance with applicable Tennessee State laws and regulations.
 - D.2. Modification and Amendment. This Contract may be modified only by a written amendment executed by all parties hereto and approved by the appropriate Tennessee State officials in accordance with applicable Tennessee State laws and regulations.
 - D.3. Termination for Convenience. The State may terminate this Contract without cause for any reason. Said termination shall not be deemed a Breach of Contract by the State. The State shall give the Contractor at least thirty (30) days written notice before the effective termination date. The Contractor shall be entitled to receive compensation for satisfactory, authorized service completed as of the termination date, but in no event shall the State be liable to the Contractor for compensation for any service which has not been rendered. Upon such termination, the Contractor shall have no right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
 - D.4. Termination for Cause. If the Contractor fails to properly perform its obligations under this Contract in a timely or proper manner, or if the Contractor violates any terms of this Contract, the State shall have the right to immediately terminate the Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the above, the Contractor shall not

be relieved of liability to the State for damages sustained by virtue of any breach of this Contract by the Contractor.

- D.5. Subcontracting. The Contractor shall not assign this Contract or enter into a subcontract for any of the services performed under this Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, they shall contain, at a minimum, sections of this Contract pertaining to "Conflicts of Interest" and "Nondiscrimination" (sections D.6. and D.7.). Notwithstanding any use of approved subcontractors, the Contractor shall be the prime contractor and shall be responsible for all work performed.
- D.6. Conflicts of Interest. The Contractor warrants that no part of the total Contract Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Contractor in connection with any work contemplated or performed relative to this Contract.
- D.7. Nondiscrimination. The Contractor hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract or in the employment practices of the Contractor on the grounds of disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal, Tennessee State constitutional, or statutory law. The Contractor shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.8. Records. The Contractor shall maintain documentation for all charges against the State under this Contract. The books, records, and documents of the Contractor, insofar as they relate to work performed or money received under this contract, shall be maintained for a period of three (3) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by the State, the Comptroller of the Treasury, or their duly appointed representatives. The financial statements shall be prepared in accordance with generally accepted accounting principles.
- D.9. Monitoring. The Contractor's activities conducted and records maintained pursuant to this Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.10. Progress Reports. The Contractor shall submit brief, periodic, progress reports to the State as requested.
- D.11. Strict Performance. Failure by any party to this Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Contract shall not be construed as a waiver or relinquishment of any such term, covenant, condition, or provision. No term or condition of this Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties hereto.
- D.12. Independent Contractor. The parties hereto, in the performance of this Contract, shall not act as employees, partners, joint venturers, or associates of one another. It is expressly acknowledged by the parties hereto that such parties are independent contracting entities and that nothing in this Contract shall be construed to create an employer/employee relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.

The Contractor, being an independent contractor and not an employee of the State, agrees to carry adequate public liability and other appropriate forms of insurance, including adequate public liability and other appropriate forms of insurance on the Contractor's employees, and to pay all applicable taxes incident to this Contract.

- D.13. State Liability. The State shall have no liability except as specifically provided in this Contract.

- D.14. Force Majeure. The obligations of the parties to this contract are subject to prevention by causes beyond the parties' control that could not be avoided by the exercise of due care including, but not limited to, acts of God, riots, wars, strikes, epidemics or any other similar cause.
- D.15. State and Federal Compliance. The Contractor shall comply with all applicable State and Federal laws and regulations in the performance of this Contract.
- D.16. Governing Law. This Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. The Contractor agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Contract. The Contractor acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising therefrom, shall be subject to and limited to those rights and remedies, if any, available under **Tennessee Code Annotated**, Sections 9-8-101 through 9-8-407.
- D.17. Completeness. This Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions of the parties' agreement. This Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the parties relating hereto, whether written or oral.
- D.18. Severability. If any terms and conditions of this Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions hereof shall not be affected thereby and shall remain in full force and effect. To this end, the terms and conditions of this Contract are declared severable.
- D.19. Headings. Section headings of this Contract are for reference purposes only and shall not be construed as part of this Contract.

E. SPECIAL TERMS AND CONDITIONS:

- E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Contract, these special terms and conditions shall control.
- E.2. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Contract shall be in writing and shall be made by facsimile transmission, by overnight courier service, or by first class mail, postage prepaid, addressed to the respective party at the appropriate facsimile number or address as set forth below or to such other party, facsimile number, or address as may be hereafter specified by written notice.

The State:
 Warren Ragland, Manager of Administration
 Department of Children's Services
 Mountain View Youth Development Center
 809 Peal Lane
 Dandridge, TN, 37725
 Tel: 865-397-0174
 Fax: 865-397-0738

The Contractor:
 Dr. Barbara Taylor
 Sequoyah Village Office Park
 1204 Kenesaw Avenue, Suite C
 Knoxville, TN, 37919
 Tel: 865-363-0240

All instructions, notices, consents, demands, or other communications shall be considered effectively given as of the day of delivery; as of the date specified for overnight courier service

delivery; as of three (3) business days after the date of mailing; or on the day the facsimile transmission is received mechanically by the telefax machine at the receiving location and receipt is verbally confirmed by the sender if prior to 4:30 p.m. CST. Any communication by facsimile transmission shall also be sent by United States mail on the same date of the facsimile transmission.

- E.3. Subject to Funds Availability. The Contract is subject to the appropriation and availability of State and/or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate the Contract upon written notice to the Contractor. Said termination shall not be deemed a breach of Contract by the State. Upon receipt of the written notice, the Contractor shall cease all work associated with the Contract. Should such an event occur, the Contractor shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Contractor shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- E.4. State Furnished Property. The Contractor shall be responsible for the correct use, maintenance, and protection of all articles of nonexpendable, tangible, personal property furnished by the State for the Contractor's temporary use under this Contract. Upon termination of this Contract, all property furnished shall be returned to the State in good order and condition as when received, reasonable use and wear thereof excepted. Should the property be destroyed, lost, or stolen, the Contractor shall be responsible to the State for the residual value of the property at the time of loss.
- E.5. Lobbying. The Contractor certifies, to the best of its knowledge and belief, that:
- No federally appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, and entering into any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, grant, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- The Contractor shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-grants, subcontracts, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients of federally appropriated funds shall certify and disclose accordingly.
- E.6. Public Funding Notice. All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by the Contractor relative to this Contract shall include the statement, "This project is funded under an agreement with the State of Tennessee." Any such notices by the Contractor shall be approved by the State.
- E.7. Prohibited Advertising. The Contractor shall not refer to this Contract or the Contractor's relationship with the State hereunder in commercial advertising in such a manner as to state or imply that the Contractor or the Contractor's services are endorsed.
- E.8. Confidentiality of Records. Strict standards of confidentiality of records and information shall be maintained in accordance with applicable state and federal law. All material and information, regardless of form, medium or method of communication, provided to the Contractor by the State or acquired by the Contractor on behalf of the State shall be regarded as confidential information in accordance with the provisions of applicable state and federal law, state and federal rules and

regulations, departmental policy, and ethical standards. Such confidential information shall not be disclosed, and all necessary steps shall be taken by the Contractor to safeguard the confidentiality of such material or information in conformance with applicable state and federal law, state and federal rules and regulations, departmental policy, and ethical standards.

The Contractor's obligations under this section do not apply to information in the public domain; entering the public domain but not from a breach by the Contractor of this Contract; previously possessed by the Contractor without written obligations to the State to protect it; acquired by the Contractor without written restrictions against disclosure from a third party which, to the Contractor's knowledge, is free to disclose the information; independently developed by the Contractor without the use of the State's information; or, disclosed by the State to others without restrictions against disclosure. Nothing in this paragraph shall permit Contractor to disclose any information that is confidential under federal or state law or regulations, regardless of whether it has been disclosed or made available to the Contractor due to intentional or negligent actions or inactions of agents of the State or third parties.

It is expressly understood and agreed the obligations set forth in this section shall survive the termination of this Contract.

- E.9. HIPAA Compliance. Contractor warrants to the State that it is familiar with the requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and its accompanying regulations, and will comply with all applicable HIPAA requirements in the course of this contract. Contractor warrants that it will cooperate with the State in the course of performance of the contract so that both parties will be in compliance with HIPAA, including cooperation and coordination with State privacy officials and other compliance officers required by HIPAA and its regulations. Contractor will sign any documents that are reasonably necessary to keep the State and Contractor in compliance with HIPAA, including but not limited to business associate agreements.
- E.10. Public Accountability. If this Contract involves the provision of services to citizens by the Contractor on behalf of the State, the Contractor agrees to establish a system through which recipients of services may present grievances about the operation of the service program, and the Contractor agrees to display a sign stating:
- "NOTICE: This Contractor is a recipient of taxpayer funding. If you observe an employee engaging in any activity which you consider to be illegal or improper, please call the State Comptroller's toll free hotline: 1-800-232-5454"
- Said sign shall be displayed in a prominent place, located near the passageway(s) through which the public passes to receive State funded services.
- E.11. Environmental Tobacco Smoke. Pursuant to the provisions of the federal "Pro-Children Act of 1994" and the Tennessee "Children's Act for Clean Indoor Air of 1995," the Contractor shall prohibit smoking of tobacco products within any indoor premises in which services are provided pursuant to this Contract to individuals under the age of eighteen (18) years. The Contractor shall post "no smoking" signs in appropriate, permanent sites within such premises. This prohibition shall be applicable during all hours, not just the hours in which children are present. Violators of the prohibition may be subject to civil penalties and fines. This prohibition shall apply to and be made part of any subcontract related to this Contract.
- E.12. Date/Time Hold Harmless. As required by **Tennessee Code Annotated**, Section 12-4-118, the contractor shall hold harmless and indemnify the State of Tennessee; its officers and employees; and any agency or political subdivision of the State for any breach of contract caused directly or indirectly by the failure of computer software or any device containing a computer processor to accurately or properly recognize, calculate, display, sort or otherwise process dates or times.
- E.13. Hold Harmless. The Contractor agrees to indemnify and hold harmless the State of Tennessee as well as its officers, agents, and employees from and against any and all claims, liabilities, losses, and causes of action which may arise, accrue, or result to any person, firm, corporation, or

other entity which may be injured or damaged as a result of acts, omissions, or negligence on the part of the Contractor, its employees, or any person acting for or on its or their behalf relating to this Contract. The Contractor further agrees it shall be liable for the reasonable cost of attorneys for the State in the event such service is necessitated to enforce the terms of this Contract or otherwise enforce the obligations of the Contractor to the State.

In the event of any such suit or claim, the Contractor shall give the State immediate notice thereof and shall provide all assistance required by the State in the State's defense. The State shall give the Contractor written notice of any such claim or suit, and the Contractor shall have full right and obligation to conduct the Contractor's own defense thereof. Nothing contained herein shall be deemed to accord to the Contractor, through its attorney(s), the right to represent the State of Tennessee in any legal matter, such rights being governed by ***Tennessee Code Annotated***, Section 8-6-106.

- E.14. Tennessee Consolidated Retirement System. The Contractor acknowledges and understands that, subject to statutory exceptions contained in ***Tennessee Code Annotated***, Section 8-36-801, *et. seq.*, the law governing the Tennessee Consolidated Retirement System, provides that if a retired member returns to State employment, the member's retirement allowance is suspended during the period of the employment. Accordingly and notwithstanding any provision of this Contract to the contrary, the Contractor agrees that if it is later determined that the true nature of the working relationship between the Contractor and the State under this Contract is that of "employee/employer" and not that of an independent contractor, the Contractor may be required to repay to the Tennessee Consolidated Retirement System the amount of retirement benefits the Contractor received from the Retirement System during the period of this Contract.
- E.15. Debarment and Suspension. The Contractor certifies, to the best of its knowledge and belief, that it and its principals:
- a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal or State department or agency;
 - b. have not within a three (3) year period preceding this Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offense in connection with obtaining attempting to obtain, or performing a public (Federal, State, or Local) transaction or grant under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
 - c. are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or Local) with commission of any of the offenses detailed in section b. of this certification; and
 - d. have not within a three (3) year period preceding this Contract had one or more public transactions (Federal, State, or Local) terminated for cause or default.

IN WITNESS WHEREOF:

BARBARA TAYLOR, PhD.:

Barbara Taylor, Ph. D.

Date

DEPARTMENT OF CHILDREN'S SERVICES::

Viola P. Miller, Commissioner

Date

APPROVED:

DEPARTMENT OF FINANCE AND ADMINISTRATION:

M. D. Goetz, Jr., Commissioner

Date

COMPTROLLER OF THE TREASURY:

John G. Morgan, Comptroller of the Treasury

Date

ATTACHMENT A



CONTRACTOR INVOICE NUMBER

Contract Number:
Contractor Tax ID or SSN:
Phone Number:
Cell Phone:
Fax Number:
E-mail Address:

SERVICES

[illegible]

CONTRACTOR SIGNATURE:

DATE _____
PHONE # _____

PRINT NAME OF SIGNED

I hereby certify, to the best of my knowledge, the accuracy of the information provided in this invoice, that the amounts billed have not been previously requested, and are in accordance with the contract terms and conditions.

DCS FISCAL USE ONLY			
TC		MOD	
ALLOT		FD	
CC		OBJ	
DV NO.		REF	
DUE		DESC	
		AGOBJ	
		FFY	